

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: City Manager

AGENDA DATE: 02/08/05

CONTACT PERSON/PHONE: City Manager, Joyce A. Wilson, (915) 541-4844

DISTRICT(S) AFFECTED: N/A

SUBJECT:

APPROVE: Personal Services Contract

BACKGROUND / DISCUSSION:

Approve a contract position for Assistant to the City Manager to fill a need for professional staff to support general management efforts.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

New position to be established in budget. Annual Salary \$64,000

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) LM

FINANCE: (if required) _____

OTHER:

(Example: if RCA is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **ROZANNA M. MENDOZA**, to assist the City Manager as an Executive Assistant to the City Manager, at a biweekly rate of \$2,461.54, for 40 hours per week. The term of the contract shall be for the period of March 7, 2005 through March 6, 2006. This Contract is subject to the concurrence of the Civil Service Commission.

APPROVED this 8th day of February 2005.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Maria Guadalupe Martinez
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **ROZANNA M. MENDOZA**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the City Manager, desires to employ the Employee as an Executive Assistant to the City Manager; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the City Manager, in El Paso, Texas. Contractor agrees to adhere to all relevant rules and policies of the City Manager.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about March 7, 2005 and be completed by March 6, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid biweekly at the rate of Two Thousand Four Hundred Sixty-One and 54/100 Dollars (\$2,461.54) for forty (40) hours per week. The Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not

currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

H. Moving expenses based on the lowest of three quotes not to exceed \$3,500.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the City Manager's Office, City and County of El Paso, State of Texas, or

such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after thirty (30) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement or if Contractor is in breach of this contract, the contract may be terminated immediately upon written notification to the contractor of the cause for termination. As a member of the unclassified services for the City, the Employee, pursuant to section 6.2-3 of the Civil Service Charter, may be terminated from service by the City Manager. Employee acknowledges that she has no right of appeal with respect to such termination.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
City Manager
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Rozanna M. Mendoza

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 8th day of February, 2005.

CITY OF EL PASO:

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Name: Rozanna M. Mendoza
SSN:

Approved as to Content:

Approved as to Form:

Joyce A. Wilson
City Manager

Maria Guadalupe Martinez
Assistant City Attorney

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary
Date: February 10, 2005

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

Executive Assistant to the City Manager

(EL PASO CONTRACT POSITION)

General Purpose

This is a highly skilled administrative staff work assisting the City Manager and Deputy City Manager accomplishing their responsibilities. An employee of this class is responsible for conducting specialized research projects and preparing reports and communications, as assigned. Responsibilities include liaison with City officials, department heads, representatives of other governmental agencies and the public. Work requires the exercise of considerable initiative, independent judgment and discretion. Minimal supervision is received and tasks are assigned and reviewed by the City Manager and Deputy City Manager, as assigned.

Typical Duties

- Conduct special research and analysis projects for the City Manager's Office.
- Perform liaison functions with department heads and various City officials and outside agencies as delegated.
- Review and prepare draft and final reports and correspondence; prepare Mayor and Council memoranda and communications.
- Coordinate preparation of administrative procedures designed to coordinate activities and to improve organizational efficiency.
- Manage special activities or programs on temporary assignment from the Manager's Office.
- Serve as representative of the Manager's Office to various organizations and boards dealing with issues of community-wide interest, as designated.
- Prepare annual budget for the City Manager's Office, as directed.
- May supervise assigned support personnel.
- Perform other professional and administrative duties, as assigned.

Knowledge, Abilities and Skills

- Comprehensive knowledge of the principles and practices of municipal government administration and management.
- Comprehensive knowledge of research techniques, report writing and oral report presentation.
- Considerable knowledge of City functions and organizational structures.
- Ability to communicate effectively, orally and in writing.
- Ability to coordinate and organize research and problem solving activities.
- Ability to work independently in diverse areas without direct supervision and to exercise considerable judgment, diplomacy and discretion in performing assigned duties as a representative of the City Manager's Office.
- Ability to establish and maintain harmonious and effective working relationships with other staff members, City officials and department personnel, agency representatives and the public.
- Skill in managing time and activities effectively and resourcefully to meet deadlines.

Minimum Qualifications

Training and Experience: An accredited Bachelor's Degree in Public or Business Administration, or closely related field, preferably supplemented by a Master's degree in a related area; plus three (3) to six (6) years of experience in an administrative support capacity. Experience in a City Manager-Council form of government preferred. Bilingual in Spanish and English considered beneficial.

Licenses and Certifications: Valid Texas Class "C" Driver's License or equivalent from another state.

Special Requirements: Be available to work other than standard work day or work week hours as necessary.

ROZANNA M. MENDOZA, MBA

ASSISTANT TO THE CITY MANAGER

Change Management ~ Employee/Management Development ~ Public Relations ~ Human Resources

Bilingual and results-driven professional, with comprehensive experience reviewing systems and processes, identifying inefficiencies, and defining organizational needs in both the public and private sectors. Proven track-record fueling organizational development, growth, and effectiveness through leadership of change management initiatives. Eagerly accepts challenging projects and assignments, and demonstrates the ability to respond to changing priorities in culturally-diverse, fast-paced, and often high-pressure environments. Skilled mediator and creative problem solver, with excellent interpersonal and conflict resolution skills. Articulate communicator, fluent in English and Spanish, and recognized for the ability to deliver flawless oral presentations and written documents in both languages. Additional capabilities in:

- Regulations Management
- Organizational Assessments
- Investigations & Hearings
- Cost Analysis & Control
- Campaign Management
- Performance Management
- Program Management
- Policy Development
- Community Relations

EDUCATION

UNIVERSITY OF TEXAS AT SAN ANTONIO, San Antonio, Texas

Master of Business Administration, 2003

Bachelor of Arts in Geography, 1986

UNIVERSITY OF HOUSTON, Houston, Texas

Certificate in Basic Mediation, 1999

~ *Completed*, 40 hours of training as provided for in the Alternative Dispute Resolution Procedures Act, Tex. Civil Practices & Re. Code, Sec. 154.00052

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

CITY OF SAN ANTONIO, San Antonio, Texas

2000 - Present

Provided management and technical support to city agency and community affiliates working in collaboration with the City of San Antonio.

Planner II

- Review, update, and draft new residential policies and programs impacting over 1.1 million culturally-diverse residents.
- Conduct due diligence to identify efficient and effective policies and implement best practices.
- Collaborate with management and City council, and present planning and policy initiatives to the public.

Key Accomplishment

- Increased citizen participation, encouraged diverse opinions, and promoted community involvement, upon revamping policy requirements for the creation of neighborhood associations.

Executive Director, Southtown Main Street Alliance, City of San Antonio

- Reported to the Board, and charged with managing and marketing the *Urban Main Street Program*, an economic revitalization effort focused on the development of commercial and residential communities.

Key Accomplishments

- Built mutually beneficial relationships with community businesses, associations, and schools, and developed co-op programs to support fundraising and marketing initiatives despite limited resources.
- Garnered increased exposure for the organization through community and outreach efforts.

THE NATURE CONSERVANCY, San Antonio, Texas

Development Assistant

- Supported marketing efforts within the largest non-profit environmental organization in the world, developing highly successful branding, fundraising, and public relations campaigns.
- Designed collateral to promote international and domestic trips to environmental preserve sites.

- Identified key decision makers and powerbrokers, and garnered their participation as members of the local advisory board.

WESTERN ARIZONA COUNCIL OF GOVERNMENTS (WACOG), Yuma, Arizona 1996 - 1999

Personnel Director/Technical Consultant

- Concurrently directed the development of new learning centers, and expansion of the *Head Start* pre-school program serving three rural counties in Arizona.
- Guided organization in compliance with State, Federal, and program guidelines governing hiring practices and personnel policies.
- Collaborated with national and local agencies to conduct operational reviews of the *Head Start* pre-school rural program.
- Technical consultant to WACOG member cities, towns and counties in areas of human resource management and public works and general operations.

Interim Human Resources Director and Assistant to Public Works Director, City of Yuma 1998-99

Key Accomplishments

- Evaluated processes and systems, identified gaps and redundancies, and outlined decisive courses of action to decrease costs, improve efficiencies, and create an organization capable of responding to emerging internal and external demands.
- Saved hundreds of thousands of dollars in litigation fees, by independently investigating, mediating, and resolving all employee disputes.
- Supported organizational growth and recruitment of management talent, by establishing more effective recruitment practices for exempt positions.
- Established a solid performance management infrastructure involving revising job descriptions, implementing 360 degree appraisals, and outlining professional advancement opportunities.
- Led a large-scale project to integrate the Engineering division into the Public Works organization.

CITY OF LAREDO PLANNING DEPARTMENT, Laredo, Texas 1994 - 1995

City Planner

- Designated liaison on all public zoning issues, evaluating cases to determine feasibility, impact, and requirements of proposed land uses, and ensuring compliance with the City Charter and all ordinances.
- Handled escalated citizen complaints through strong mediation and conflict resolution skills.

FEDEX, Memphis, Tennessee 1985 - 1994

Senior Manager (1992-1994); Manager (1989-1992); Senior Service Agent/Courier (1985-1989)

- Fast-track promoted throughout the organization to direct air cargo operations in the Laredo and Austin regions. Managed a \$1.5 million operating budget and 31 employees.
- Identified gaps in service and outlined enhanced offerings to better serve customer base.

Key Accomplishments

- Implemented a culturally-sensitive training curriculum for senior management staff, and served as a member of the *Corporate Diversity Task Force*.
- Named as one of the *Top 10%* of salaried employees in *FedEx U.S. Ground Operations*.
- Recognized on two occasions for outstanding performance as a Senior Manager, and received the *Station of the Year* award four times for exceeding productivity goals.